

**SUPERINTENDENT'S CONTRACT OF EMPLOYMENT
BETWEEN
SUPERINTENDENT AND THE
MORGAN COUNTY BOARD OF EDUCATION**

This Contract of Employment is made and entered into on this the 11th day of Jan, 2011, by and between the Morgan County Board of Education ("Board") and Deatrah N. Barnett ("Superintendent").

THE BOARD AND SUPERINTENDENT AGREE AS FOLLOWS:

1. TERM

The Board, in consideration of the promises of the Superintendent stated in this contract, employs the Superintendent as Superintendent of Schools for a term beginning the 1st day of July, 2011 and ending the 30th day of June, 2015. The Board may by specific action and with the consent of the Superintendent further extend the termination date of the Superintendent's contract to the full extent permitted by the state law pursuant to KRS 160.350(4).

2. PROFESSIONAL CERTIFICATION AND RESPONSIBILITIES OF SUPERINTENDENT

A. CERTIFICATION

The Superintendent shall hold a valid certificate which qualifies the Superintendent to hold the position of Superintendent and shall hold such certification throughout the period of employment as Superintendent.

B. DUTIES

The Superintendent shall devote his or her normal business hours to the discharge of his or her duties as set out by the laws of this nation and this commonwealth, the rules and regulations of the state and local Boards of education, and that failure to do so will invalidate this contract, except that he or she may enter into a contract with this Board in accordance with the provisions of KRS 160.440.

The Superintendent will be the executive agent of the Board and will have the primary responsibility for carrying out Board policy in the district, whereas, the Board retains the primary responsibility for formulating and adopting district policy.

C. OUTSIDE ACTIVITIES

The Superintendent shall devote his or her normal business hours exclusively to the business of the school district, pursuant to KRS 160.390, except with advance written consent of the Board as set out in the Board minutes.

3. PROFESSIONAL GROWTH OF SUPERINTENDENT

At the Board's expense, the Board encourages the continuing professional growth of the Superintendent through the Superintendent's participation, as he or she might decide in light of the Superintendent's responsibilities as Superintendent, in:

- A. the operations, programs, and other activities conducted or sponsored by local, state, and national school Board and school administrator associations;
- B. seminars and courses offered by public or private educational institutions; and,
- C. informational meetings with other groups and persons whose particular skills or backgrounds would serve to improve the capacity of the Superintendent to perform his or her professional responsibilities for the Board.

4. COMPENSATION

The Superintendent shall receive an initial base annual salary for a 260-day Rank I 26-year certified employee and the Superintendent shall receive an increase in his or her then current total salary (base salary, plus all accrued annual and experience based salary raises) equal in percentage to that received by all other certified employees, plus an additional one-percent, on each and every July 1st for each and every year he or she is employed by the Board as Superintendent. Any increase in salary for the Superintendent during the life of his or her contract shall not be deemed either a new contract nor that the termination date of his or her contract, or any extension thereof, has been extended. In addition, the Superintendent shall receive \$16,924.00 for extra duties performed as a part of his or her position.

Additional Terms

In addition to the minimum annual raise of the salary of the Superintendent, the Board may vote to grant the Superintendent an additional merit raise.

In any event, the Superintendent's then current salary may not be decreased.

This salary shall be paid to the Superintendent in regular installments, in accordance with the schedule of salary payments in effect for other certified employees.

Waiver of Superintendent's Presence: Pursuant to KRS 160.370, the Board hereby waives the Superintendent's presence at any and all meetings of the Board when the Superintendent's tenure, salary and/or administration of his or her office is under consideration unless a majority of the Board votes in open session to request the Superintendent to leave the meeting during the consideration of his or her tenure, salary and/or administration of office.

5. OTHER BENEFITS

- A. The Superintendent shall be entitled to any and all other legally permissible benefits, including health and dental insurance, applicable to certified and twelve (12) month administrative employees as are incident to their employment relationships with the Board.
- B. **Professional Associations:** The Board shall pay 100 percent of all reasonable membership charges to any professional associations in which the Superintendent feels it is necessary to maintain and improve his or her professional skills, as permitted by state law and as first approved by the Board.
- C. **Board Attorney:** The Superintendent has the authority to utilize and direct the services of Board Attorney in the discharge of his or her duties, as herein described, except when the services of said Board Attorney would or may conflict with the legal interests of the Board. The Board retains the authority to employ and terminate the Board Attorney.
- D. **Health Insurance Benefits:** Should the Superintendent choose to pay his or her health insurance premiums personally rather than the Board paying those premiums, the amount of those health premiums will be added to the salary of the Superintendent as income.
- E. **Cellular Phone:** The Superintendent shall be provided \$50.00 per month to be used for payment of cellular telephone fees.

- F. **Travel:** The Superintendent shall be provided \$450.00 per month to be used for payment for transportation and gas for both in district and out of district travel.
- G. **Contract Extension:** After the completion of the Superintendent's first contract or after four (4) years, the Board may, no later than June 30, extend the contract of the Superintendent for one (1) additional year beyond the current term of employment pursuant to KRS 160.350(4).
- H. **Formal Acceptance:** The Superintendent's signature is evidence of his or her formal acceptance of his or her appointment as Superintendent and his or her formal acceptance of the term of office.
- I. **Continuing Contract Status:** The Superintendent shall be eligible for continuing contract status when he meets all requirements prescribed in KRS 161.720 to 161.810 for continuing contracts for teachers.

6. **EXPENSES**

The Board shall reimburse the Superintendent for reasonable expenses approved by the Board and incurred by the Superintendent in the continuing performance of his or her duties as Superintendent.

7. **SICK LEAVE**

The Superintendent shall be entitled to use, accumulate and be paid upon retirement any sick leave benefits allowed by state law and Board Policies.

8. **LEAVE FOR SUPERINTENDENT**

Each school year from July 1 through June 30 will consist of 260 working days for the Superintendent. The Superintendent may observe as holidays those holidays which all other certified staff may observe. The Superintendent may take as leave, vacation and leave equal to that granted all other qualifying certified staff.

9. **PROFESSIONAL LIABILITY:**

- A. The Board agrees that it shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions

and legal proceedings brought against the Superintendent by any party in his or her individual capacity or in his or her official capacity as an agent and employee of the Board, provided the incident arose while the Superintendent was acting within the scope of his or her employment and excluding criminal litigation, to the extent liability coverage is within the authority of the Board to provide under state and federal law.

- B. If in the good faith discretion of the Superintendent a legal conflict exists regarding the defense of a claim between the legal position of the Superintendent and the legal position of the Board, the Superintendent may engage separate counsel of his or her preference in which event the Board shall be responsible for and indemnify the Superintendent for the costs of his or her legal defense as permitted by state and federal law, to the extent such separate counsel and litigation expenses are not covered by insurance. Any separate counsel chosen by the Superintendent shall first be sought through any applicable insurance policies of the Board.

10. EVALUATION:

- A. The Board shall evaluate and assess in writing the performance of the Superintendent annually, utilizing the most current superintendent evaluation form adopted by the Board and approved by the Kentucky Department of Education.
- B. Any preliminary discussions relating to the evaluation of the Superintendent by the Board or between the Board and the Superintendent prior to the summative evaluation shall be conducted in closed session. After each evaluation has been completed and signed by the Board, the Board shall meet in closed, executive session with the Superintendent to discuss his or her evaluation, at which time the Superintendent shall be given a copy of his or her evaluation.
- C. The summative evaluation of the Superintendent shall be discussed and adopted in an open meeting of the Board and reflected in the minutes.

11. RETIREMENT BENEFITS

- A. The Superintendent may elect to participate in and be a member of the Kentucky Teacher Retirement Systems.

12. TERMINATION OF EMPLOYMENT CONTRACT:

The employment contract of the Superintendent, including any extension thereof, may be terminated by the Board by:

- A. Mutual agreement of the parties.
- B. Retirement of the Superintendent.
- C. Resignation of the Superintendent.
- D. Disability or death of the Superintendent.
- E. Discharge for legal cause under the rules, regulations, procedures and/or laws of this Commonwealth and/or the United States of America. Any such discharge shall be given in writing and the Superintendent shall be entitled to appear before the Board, in closed, executive session to discuss such causes.
- F. If the Superintendent chooses to be accompanied by legal counsel at such meeting, the Superintendent shall bear any cost he incurs.
- G. Thereafter, the Superintendent shall be provided a written decision describing the results of the meeting.

13. SAVINGS CLAUSE

If, during the term of this contract, a clause or any portion of the contract is found illegal under federal or state law, the remaining portions of the contract shall remain in full force to the extent they are unaffected by the ruling of illegality.

14. MISCELLANEOUS

This written document represents the entire agreement of the parties. The parties are not relying upon any other terms or agreements whether oral or written.

This contract will be construed under the laws of the Commonwealth of Kentucky.

This contract may not be amended except as provided for by a public vote of the Board and then in writing as signed by both parties.

AGREED TO:

SUPERINTENDENT

Deatresh Barnett

BOARD OF EDUCATION

Patty Hutchinson
Chairperson

Attested: Vanessa Elam My Commission Expires Feb 26, 2011
01-11-11

THIS CONTRACT PREPARED BY:

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12/27/12

MORGAN COUNTY SCHOOLS
WEST LIBERTY, KENTUCKY

**ADDENDUM TO CONTRACT
OF EMPLOYMENT**

This ADDENDUM TO SUPERINTENDENT'S CONTRACT OF EMPLOYMENT made and entered into this 27 day of December 2012, by and between the Board of Education of Morgan County ("BOARD"), and DEATRAHN. BARNETT ("SUPERINTENDENT"), as authorized at a duly conducted meeting of the BOARD on December 27, 2012,

WITNESSETH:

WHEREAS, by CONTRACT OF EMPLOYMENT entered into on the 11th day of January 2011, Deatrahn N. Barnett was re-appointed and employed as the Superintendent of the Morgan County Schools for a period beginning on the 1st day of July 2011, and expiring on June 30, 2013,

WHEREAS, the Board has reviewed the terms of the CONTRACT OF EMPLOYMENT entered into as above referenced;

NOW, THEREFORE, in consideration of the foregoing premises, IT IS HEREBY COVENANTED, CONTRACTED AND AGREED in this ADDENDUM TO CONTRACT OF EMPLOYMENT as follows:

1. **TERM OF EMPLOYMENT**

That the term of the CONTRACT OF EMPLOYMENT is confirmed to expire on June 30, 2015.

4. **COMPENSATION**

The SUPERINTENDENT's annual salary shall be One Hundred Three Thousand Four Hundred Seventy-four Dollars and Seventy-two Cents (\$103,474.72) for the 2012-13 fiscal and school year. The base salary of this total is calculated to be Fifty-seven Thousand Five Hundred Twenty-seven Dollars and Eighty-three Cents (\$57,527.83). Each fiscal/school year of the CONTRACT OF EMPLOYMENT, as modified by this ADDENDUM, along with any extension pursuant to KRS 160.350(4), shall calculate a base annual salary determined by consideration of the rank and experience of the SUPERINTENDENT from the single salary schedule adopted by the


Chairperson Initials


Superintendent Initials

BOARD for a 240 day certified employee. The SUPERINTENDENT shall receive each fiscal/school year during the term of this CONTRACT OF EMPLOYMENT, and any extension thereof, an increase in salary in an amount equal in percentage to that received by all other certified employees as reflected in the single salary schedule, plus one percent (1%).

The salary shall be paid in regular installments in accordance with the schedule of salary payments in effect for other certified employees.

The BOARD may further grant merit adjustments to the salary of the SUPERINTENDENT during the term of this CONTRACT OF EMPLOYMENT; however, in no event shall the SUPERINTENDENT be paid less than the salary as set forth above. Any salary increase is at the sole discretion of the BOARD and the SUPERINTENDENT holds no expectation that any increase will occur. Any salary increase shall not be read to amend or extend the term as extended of this CONTRACTUAL AGREEMENT. All salary increases shall be for future services. No retroactive raises or increases shall be granted.

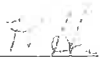
5. OTHER BENEFITS

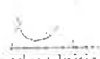
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F. Delete

8. Each fiscal/school year of the CONTRACT OF EMPLOYMENT, as modified by this ADDENDUM, along with any extension pursuant to KRS 160.350(4), shall consist of 240 working days leaving twenty (20) noncontract days each school year. The SUPERINTENDENT may observe as holidays those holidays which all twelve (12) month certified employees may observe. The SUPERINTENDENT may take as leave, vacation and leave equal to that granted all other qualifying certified employees.

All other provisions not addressed hereinabove of the CONTRACT OF EMPLOYMENT entered into on January 11, 2011, remain unchanged, and are deemed to be incorporated herein and reconfirmed by specific reference.


Chairperson Initials


Superintendent Initials

IN TESTIMONY WHEREOF, witness the hands of the BOARD and the SUPERINTENDENT affixed hereto in duplicate originals the day, month, and year first herein written.

BOARD OF EDUCATION OF
MORGAN COUNTY

BY:

Patty Hutchinson
CHAIRMAN

DATE:

12-27-12

COMMONWEALTH OF KENTUCKY)

) Sgt.

COUNTY OF MORGAN)

Subscribed and sworn to before me by Patty Hutchinson Chairman, Morgan County Board of Education, on this 27 day of December, 2012.

My commission expires: 3/24/15

Ashley Roseberry
NOTARY PUBLIC

ATTEST:

Deatrah N. Barnett
SECRETARY

Deatrah N. Barnett
DEATRAH N. BARNETT
SUPERINTENDENT

COMMONWEALTH OF KENTUCKY)

) Sgt.

COUNTY OF MORGAN)

Subscribed and sworn to before me by Deatrah N. Barnett Superintendent, Morgan County Schools, on this 27 day of December, 2012.

Ashley Roseberry
NOTARY PUBLIC

Chairperson Initials

Superintendent Initials

4/24/12

Special Called Meeting

April 24, 2012 05:00PM

Morgan Central Elementary School

Attendance Taken at 5:03 PM

Present Board Members:

Mrs. Esther Cain

Ms. Patty Hutchinson

Mr. Marshall Jenkins

Mr. Brian Lindon

Mr. Ralph Smith

Superintendent Deatrah Barnett was in attendance.

I. Call to Order - the meeting was called to order by Board Chair, Patty Hutchinson, at 5:03 PM.

II. Roll Call - all members were present.

4936. Consider Entertaining Public Comment on Agenda Items - Motion Passed:

Approve entertaining public comment on agenda items passed with a motion by Mr. Brian Lindon and a second by Mr. Marshall Jenkins. Vote: 5-0.

Mrs. Esther Cain Yes

Ms. Patty Hutchinson Yes

Mr. Marshall Jenkins Yes

Mr. Brian Lindon Yes

Mr. Ralph Smith Yes

4937. Placement of Football Field and Coordinating Facilities - Motion Passed:

Approve placement of football field and coordinating facilities as follows: refurbish original football field, bleachers and add 200 to visitors side, portable concessions building, changing rooms, fence, lights, press box, irrigation building, scoreboard, ice machine, goal posts, with remaining monies being used to fix weight room, locker rooms, lighting, and possibly bleachers at high school track field passed with a motion by Ms. Patty Hutchinson and a second by Mr. Brian Lindon. Vote: 4-0.

Mrs. Esther Cain Yes

Ms. Patty Hutchinson Yes

Mr. Marshall Jenkins No

Mr. Brian Lindon Yes

Mr. Ralph Smith Yes

4938. Review and Revise BG-1 Football Locker Room, Concessions, Restroom Facility and/or Football Field Restoration - Motion Passed:

Approve reviewing and revising BG-1 Football Locker Room, Concessions, Restroom Facility and or Football Field Restoration passed with a motion by Mr. Brian Lindon and a second by Mr. Ralph Smith. Vote: 4-0.

Mrs. Esther Cain Yes

Ms. Patty Hutchinson Yes

Mr. Marshall Jenkins No

Mr. Brian Lindon Yes

Mr. Ralph Smith Yes

4939. BG-1 for New Wrigley Elementary School - Motion Passed: Approve reviewing and approving revised BG-1 for new Wrigley Elementary School passed with a motion by Mr. Ralph Smith and a second by Ms. Patty Hutchinson. Vote: 5-0.

Mrs. Esther Cain	Yes
Ms. Patty Hutchinson	Yes
Mr. Marshall Jenkins	Yes
Mr. Brian Lindon	Yes
Mr. Ralph Smith	Yes

4940. Revised BG-1 Temporary WLES Construction - Motion Passed: Approve Revised BG-1 Temporary WLES Construction finishing passed with a motion by Mr. Ralph Smith and a second by Mr. Marshall Jenkins. Vote: 5-0.

Mrs. Esther Cain	Yes
Ms. Patty Hutchinson	Yes
Mr. Marshall Jenkins	Yes
Mr. Brian Lindon	Yes
Mr. Ralph Smith	Yes

4941. Revised BG-1 Temporary Board Office - Motion Passed: Approve Revised BG-1 Temporary Board Office passed with a motion by Mrs. Esther Cain and a second by Mr. Ralph Smith. Vote: 5-0.

Mrs. Esther Cain	Yes
Ms. Patty Hutchinson	Yes
Mr. Marshall Jenkins	Yes
Mr. Brian Lindon	Yes
Mr. Ralph Smith	Yes

4942. Bills from Insurance Claims - Motion Passed: Approve paying Environmental Specialties for bills from insurance claims passed with a motion by Mr. Brian Lindon and a second by Mr. Marshall Jenkins. Vote: 5-0.

Mrs. Esther Cain	Yes
Ms. Patty Hutchinson	Yes
Mr. Marshall Jenkins	Yes
Mr. Brian Lindon	Yes
Mr. Ralph Smith	Yes

4943. Bills for New Wrigley Elementary School - Motion Passed: Approve paying bills for new Wrigley Elementary School passed with a motion by Mr. Ralph Smith and a second by Mr. Brian Lindon. Vote: 5-0.

Mrs. Esther Cain	Yes
Ms. Patty Hutchinson	Yes
Mr. Marshall Jenkins	Yes
Mr. Brian Lindon	Yes
Mr. Ralph Smith	Yes

4944. Enter Executive Session Pursuant to KRS 61.810(1)(K), Meetings Specified by Law to be Conducted in Private Which is Pursuant to KRS 156.577, Section 4 for Preliminary Discussion of the Superintendent's Evaluation - Motion Passed: Approve entering Executive Session Pursuant to KRS 61.810(1)(K), Meetings Specified by Law to be Conducted in Private Which is Pursuant to KRS 156.577, Section 4 for Preliminary Discussion of the Superintendent's Evaluation (6:03 PM) passed with a motion by Mr. Marshall Jenkins and a second by Mrs. Esther Cain. Vote: 5-0.

Mrs. Esther Cain	Yes
Ms. Patty Hutchinson	Yes
Mr. Marshall Jenkins	Yes
Mr. Brian Lindon	Yes

Mr. Ralph Smith Yes

4945. Exit Executive Session - Motion Passed: Approval to exit Executive Session at 7:52 PM passed with a motion by Mrs. Esther Cain and a second by Mr. Brian Lindon. Vote: 5-0.


Mrs. Esther Cain	Yes
Ms. Patty Hutchinson	Yes
Mr. Marshall Jenkins	Yes
Mr. Brian Lindon	Yes
Mr. Ralph Smith	Yes

4946. Discussion and Adoption of the Summative Evaluation of the Superintendent
Motion Passed: Discussion and adoption of the Summative Evaluation of the Superintendent as follows: The Morgan County Board of Education has completed the annual evaluation of Superintendent Barnett for 2012. The past year has been very challenging due to the tornado and the economic difficulties facing our District. All five school board members have served one full year and the evaluation focused on nine professional standards. In the areas the nine professional standards, we have determined that Superintendent Barnett's performance was excellent in the areas of Policies and Government, Communications and Community Relations, Organizational Management, Curriculum Planning and Development, Instructional Leadership, Human Resources Management, Student Achievement and Learning. In the areas of Leadership and District Culture and Values and Ethics of Leadership, the Board felt her performance was good. We will be working with Superintendent Barnett over the next several weeks and months planning the District's recovery and progression through these difficulties passed with a motion by Mr. Marshall Jenkins and a second by Mrs. Esther Cain. Vote: 5-0.

Mrs. Esther Cain	Yes
Ms. Patty Hutchinson	Yes
Mr. Marshall Jenkins	Yes
Mr. Brian Lindon	Yes
Mr. Ralph Smith	Yes

4947. Adjourn - Motion Passed: Approve adjourning the meeting at 9:00 PM, passed with a motion by Mr. Ralph Smith and a second by Mr. Brian Lindon. Vote: 5-0.

Mrs. Esther Cain	Yes
Ms. Patty Hutchinson	Yes
Mr. Marshall Jenkins	Yes
Mr. Brian Lindon	Yes
Mr. Ralph Smith	Yes


Chairperson


Superintendent